PROCEEDINGS OF THE PREBID MEETING HELD ON 28.02.2024 AT 3.00 PM IN OFFICE OF CHIEF ENGINEER & CHIEF GENERAL MANAGER (Tech) BSWML FOR THE BIDS INVITED THROUGH NOTIFICATION NO:CE&CGM (TECH)/BSWML/TEND/08/2023-24 DATED: 22.02.2024.

OFFICER'S PRESENT:

1	Chief Engineer& Chief General Manager (Tech) BSWML		Sri Basavaraj R Kabade
2	Deputy General Manager-1 BSWML		Sri. Chandrashekar A G
3	Technical Assistant to CE & CGM (Tech)		Smt Chitra J
4	Assistant General Manager, BSWML		Sri. Santhosh Kaddi

AGENCIES PRESENT:

1	Representative From M/s MSGP Infra Tech Pvt. Ltd.
2	Representative From M/s Tide Technocrats Pvt. Ltd.
3	Representative From M/s Monish Associates
4	Representative From M/s TPS, Sri. Mahadev Bhatt
5	Representative From M/s NPR Infratech
6	Representative From M/s Cleantech
7	Representative From M/s Pro Earth Tech Engineers
8	Representative From M/s Annapoorneshwari Associates
9	Representative From M/s Antony Motors Pvt Ltd
10	Representative From M/s Om Sai Ventures
11	Representative From M/s Parishudh Ventures
12	Representative From M/s Saahas Zero Waste
13	Sri Farah Shariff HIPL
14	Sri Praveen K V
15	Sri S. N. Balasubramanyam
16	Sri S. Harikumar
17	Sri Sheyas L Taksh
18	Sri Saadhana Enviro Engineering Services
19	Sri R. Jayachandra Reddy

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Chief Engineer & Chief General Manager (Tech) BSWML welcomed all the officials and the representatives of the agencies/ firms for below works for which pre- Bid meeting was called. Representatives of various companies as above were present in the said pre bid meeting.

The queries/clarifications sought by the agencies with regard to bids invited, were received in writing / e-mail & through KPP portal. The clarifications are issued according to the tenders invited as under: -

SUBJECT-1 "Providing firefighting equipments in the DWCC to reduce the fire hazard caused Call-2"

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<table>
<tr><th>Sl. No</th><th>Tender Doc Ref</th><th>Query Raised</th><th>Clarification/ amendment issued</th></tr>
<tr><td></td><td colspan="3"><u>1. M/s. Pro Earth Tech Engineers</u></td></tr>
<tr><td>1</td><td>Qualification of The Tenderer: 3a Page No. 08 Achieved in at least two financial years a minimum financial turnover (in all classes of Civil works and Solid Waste Management works) of Rs.650.00 lakhs</td><td>Kindly consider average Turnover of the Firm (3 Years) 65 Lakhs</td><td>Tender Clause Prevails</td></tr>
<tr><td>2</td><td>Qualification of The Tenderer: 3b Page No. 08 Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Fire Protection project works to as extent of 50% of the cost of the work (Rs.160.00 lakhs)</td><td>Kindly consider, mandating satisfactorily completion as a prime contractor, at least one similar nature of work in fire protection project works to as extent of 10% of the cost of work.</td><td>Tender Condition Prevails</td></tr>
<tr><td>3</td><td>Qualification of The Tenderer: 3b Page No. 08 Executed in any one financial year, the following minimum quantities of work:1(usually 80% of the peak annual rate of construction)</td><td>Kindly consider, executed in any three financial year 5% quantities of the following work
<table>
<tr><th>Sl no</th><th>Item</th><th>Unit</th><th>Qty</th></tr>
<tr><td>1</td><td>Pump 180 lpm</td><td>Each</td><td>22</td></tr>
<tr><td>2</td><td>Motor 180lpm at 70 m head</td><td>Each</td><td>22</td></tr>
<tr><td>3</td><td>Site of approved make heavy duty (class c) gi pipes of different dimensions and fittings confirming to is 1239 pi and ii including supports</td><td>M</td><td>144 72</td></tr>
<tr><td>4</td><td>Gong bell</td><td>Each</td><td>22</td></tr>
<tr><td>5</td><td>4 male inlet gun metal Siamese assembly</td><td>Each</td><td>22</td></tr>
<tr><td>6</td><td>Supply and installation in position, testing and commissioning 6 kg fire extinguishers map 50</td><td>Each</td><td>80</td></tr>
</table></td><td>Since it is a 2nd Call and that agencies requesting that in a single work so many items would not be satisfied. Hence, relaxed that Fire Fighting Equipments provided successfully in any area of structure of minimum area of building Sq.mt. 4000/400</td></tr>
<tr><td>4</td><td>Tender clause</td><td>Kindly consider, purchase order of private sector organization.</td><td>Since it is special work considered similar nature of work in private building Fire Safety Work</td></tr>
<tr><td>5</td><td>Tender clause</td><td>Kindly consider, multiple purchase order consists of above listed items.</td><td>Allowed</td></tr>
<tr><td>6</td><td>Tender clause</td><td>Kindly consider, exemption from msme</td><td>Tender condition</td></tr>
</table>

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		holder for the emd or epbg.	prevails
7	Tender clause	Kindly consider, part payment of each plant completion of the project.	Tender condition prevails
8	5% of the Contract price On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)	Advance of 30% along with PO	Tender condition prevails

SUBJECT-2: Conducting Survey of Waste Generator (Block Mapping) and Conducting Digital Mapping along with State of SWM Study with recommendations for all 198 wards. Call-2

Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	1. M/s. TAKSH		
9	Qualification of The Tenderer: 3d(2) Page No.15 Employees for data collection – 100 Nos	**Employee Requirement Adjustment** The tender specifies that the tenderer should have a minimum of 100 employees for data collection on roll. In the interest of promoting fair competition and accommodating a broader range of qualified bidders, we propose an adjustment to reduce the specified number to 50 employees. Furthermore, we suggest generalizing the requirement to include any employees rather than specifying a particular type. We believe this adjustment will maintain the quality and efficiency of the data collection process while encouraging greater participation from competent organizations. Your prompt consideration of this proposal is appreciated.	Since it is a 2nd Call. The request is accepted for getting competitive bids.
10	Tender Clause	**Clarification on Similar Nature of Work for Private Companies** The tender outlines that the prime contractor must have satisfactorily completed at least one similar nature of work, equivalent to 50% of the cost of the work (Rs.225.00 lakhs). We seek clarification on whether the term "similar nature of work" includes projects undertaken for private companies. Confirmation on this matter is crucial for bidders who may have substantial experience in delivering successful projects for private entities.	Tender conditions Prevails
11	Tender Clause	**Removal of Unconditional Bank Guarantee for Mobilization Advance** The current terms stipulate that the Mobilization advance of 5% of the Contract price is subject to the submission of an	Tender conditions Prevails

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		unconditional Bank Guarantee. In light of the unique nature of our manpower-driven project, we kindly request your consideration to remove the unconditional Bank Guarantee condition for the Mobilization advance. Our project's substantial reliance on human resources makes the availability of funds at the project's commencement crucial for ensuring a swift and efficient execution. Removing the requirement for an unconditional Bank Guarantee would expedite the mobilization of resources and contribute significantly to the project's overall efficiency.	
12	Scope of Tender	**Confirmation of Data Collection Form Details** The tender document mentions that the data collection form will include all the data fields linked to each waste generator category, encompassing information such as type, geo-location, photograph, RR number (only for non-BG), waste produced, and other specific details for certain generators. To accurately estimate our financial quote for the project, we kindly request your confirmation on the complete set of data fields that are expected to be included in the data collection form. A comprehensive understanding of the required information is crucial for our team to prepare a precise and competitive bid.	The details are attached in the Annexure
13	Scope of Tender	**Geotagging of PID Numbers and Provision of Base Maps** a. Geotagging of PID Numbers: Could you please confirm whether the PID (Property Identification) numbers that will be provided by BSWML are geotagged? Understanding the geotagging status is essential for us to plan and execute the data collection process efficiently. b. Provision of Base Maps: Additionally, we seek clarification on whether the BSWML will provide base maps for the project. Having access to base maps will aid in ensuring accuracy during data collection and mapping processes.	The base map if available with BBMP revenue section will be provided. Else the same has to be created by Agency.
14	The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.	**Monthly Billing Process and Payment Release Timeframe** The tender document states that "The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid	

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	The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events. The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information	previously." It further mentions that the Employer shall check the bill and determine the value of the work executed, consisting of the value of the quantities of the items in the BOQ completed and the valuation of Variations and Compensation Events. a. Clarification on Monthly Billing Process: Does this mean that the Contractor needs to raise a monthly bill for the completed work, and upon submission, the Employer will check and determine the value of the work executed? Could you kindly provide more clarity on the specific steps involved in the monthly billing process and the subsequent clearing of the bill? b. Payment Release Timeframe: Given that this project is HR-driven, we would appreciate confirmation on the typical timeframe taken by BSWML to release payment once the bill is raised and approved. Timely payment is crucial for the smooth functioning of our operations, and understanding the expected payment release time frame will aid in our project planning.	Yes The necessary payment will be released within 90 days of submission of verified & certified bills.
15	Tender Notification/ clauses The tender document specifies a stipulated completion period of 3 months.	**Potential Project Completion Timeframe Extension** The tender document specifies a stipulated completion period of 3 months. While we are committed to working diligently to meet this timeline, considering the nature of the project involving mass data collection, there may be unforeseen circumstances that could impact our ability to complete the project within the stipulated period. To address such potential situations, we seek clarification on the procedure and criteria for requesting an extension to the completion period. Understanding the process for extension requests will ensure transparency and enable both parties to navigate any challenges that may arise during the project.	The period of completion taking into consideration the amount of data to be collected based on agency request and that it is 2nd call in order that bidders participation is increased the period of completion is extended to 4 months (instead of 3)
16	Scope of Tender	**Reporting Protocols for Denied Entry and Unattended Households/Establishments** a. Denied Entry: In cases where households or establishments deny our entry during the data collection process, could you please provide guidance on the reporting procedure? Understanding how to document and report such instances is crucial for maintaining transparency and addressing potential	The same will be addressed if such cases arise

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		challenges. b. Unattended Households/Establishments: Similarly, when our team visits households or establishments and finds no one available to collect the required data, what reporting protocol should be followed? Clear guidelines on reporting procedures for unattended locations will ensure consistency and accuracy in data collection efforts.	The same may be communicated to field level offices the same will be attended.

SUBJECT-3: Creation of system for Collection and transportation of Construction and Demolition waste (C& D waste) from primary generation point up to the processing facility.

Sl. No	Tender Doc Ref	Query Raised	Clarifications/Amendments issued
	01 M/s. OM SAI VENTURES		
17	Page no. 8 Tenders from Joint ventures are not acceptable	Kindly allow Joint Ventures/ Consortium.	Consortium upto 3 members (1 lead member + 2 Consortium member is allowed) in order to have large participation and competitive bids. The Consortium conditions and formats are enclosed
18	The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totalling Rs. 10.50 Lakhs (usually not less than 50% of the electrical works)* in any one year.	Kindly delete this condition, as an Electrical work is very minimal in this tender and also qualification is not required for this tender.	Tender condition prevails as Consortium is allowed now
19	The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling of Rs 10.40 Lakhs (usually not less than 50% of the water	Kindly delete this condition, as Water supply/ Sanitary work is very minimal in this tender and also qualification is not required for this tender.	Tender condition prevails as Consortium is allowed now

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	supply/sanitary engineering works)* in any one year; 9 3.3 Each Tenderer should further demonstrate: (a) Availability by owning the following key and critical equipment for this work:		
20	Liquid assets and /or availability of credit facilities of not less than Rs. 500.00 Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.)	Kindly allow Joint Ventures/ Consortium Partners any one can produce the Credit Lines/ Letter of Credit/ Certificates from Banks letter.	Since now Consortium is allowed, any one of the Consortium member can provide the line of Credit which shall be without any conditions.
21	Achieved in at least two financial years a minimum financial turnover (in all classes of Civil works and Solid Waste Management works) of Rs.3360.00 lakhs	Kindly Accept the work done /experience of any one member of the Joint Ventures/ Consortium / LLP Partners.	Since now Consortium is allowed, the clause is accepted. Any one or as a Consortium together should have Turn Over upto 33.60 Crores in last 2 Financial years out of last 5 years and similarly work done experience of any one or Consortium together is considered
22	Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs. 8040.20 lakhs)	Kindly Accept the work done /experience of any one member of the Joint Ventures/ Consortium / LLP Partners.	Since now Consortium is allowed, the clause is accepted. Any one or as a Consortium together should have Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs. 8040.20 lakhs) and also Turn Over upto 33.60 Crores in last 2 Financial years out of last 5 years and similarly work done experience of any one or Consortium together is considered
23	A Bidder shall be any individual, Firm, Agency registered BBMP, BDA, NH, PWD, CPWD or other	The bidder shall be Individual or any one of the members in the Partnership/ Pvt Ltd/ LLP Companies.	Tender conditions Prevails (Consortium is allowed)

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	central/state agencies with qualification as set forth in clause 3 below.		
24	Tender clause	Kindly give the Scope of work details like how many systems should be created, places and locations for the said works, etc.,	Kindly refer the BOQ. It is at 3 Locations.
	02. H.N. ROOPESH KUMAR		
25	Clause No.2 Tenders from Joint ventures are not acceptable	Kindly request you to Consider Joint ventures Tenders. So that it is possible to we also participate in the tender.	Reply at Sl. No. 17 holds good
26	Tender notification	Further we request you sir to please extend tender submission date because the time is very less to do all the arrangement to put the tender in 4 days	Last date is fixed at 06.03.2024, upto 4:00 PM.
	03. MSGP Infra Tech Pvt Ltd		
27	General condition 3.2(b) (b)Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs.8040.20 lakhs)	Amount put to tender is Rs.1672.39 lakhs and please consider 50% of the cost of the work as similar nature of work experience.	Modified as Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs.804.20 lakhs)
28	General condition 3.2(C) (c) Executed in any one financial year, the following minimum quantities of work:1 (Usually 80% of the peak annual rate of construction) executed in any one year, the following minimum quantities of work: 7 - Cement concrete (including RCC and PSC) …….. cum - earthwork in both excavation and embankment (combined quantities)……cum -……cum (usually 80% of the peak annual rate of construction)*	Kindly consider technical qualification criteria as per standard KW-4.	Tender Conditions prevails
29	Last Date for Sale of Tender Document up to 04.03.2024 on or before 4.00 PM	Kindly extend the bid submission date for another 7 days.	Last date is fixed at 06.03.2024, upto 4:00 PM.

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	4. MS Jathin Infra Pvt Ltd		
30	General condition 3.2(b) Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs.8040.20 lakhs)	Further, amount put to tender is Rs.1672.39 lakhs and please consider 50% of the cost of the work as similar nature of work experience.	Modified as Mandating satisfactorily completion as a prime contractor, at least one similar nature of work in Civil project works to as extent of 50% of the cost of the work (Rs.840.00 lakhs)
31	Last Date for Sale of Tender Document up to 04.03.2024 on or before 4.00 PM	Kindly extend the bid submission date for another 7 days.	Last date is fixed at 06.03.2024, upto 4:00 PM.

All the bidders are requested to participate in the bidding process and further the bidders are instructed to note the above clarifications/amendments issued.

Chief Engineer &
Chief General Manager (Tech)
BSWML

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Conditions of the Consortium

In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure-11.

In case the Bidder is a Consortium, it shall, comply with the following requirements:

a) Number of members in a Consortium shall not exceed 3 (three);
b) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), the Bid should contain the information required for each member of the Consortium;
c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by the other member of the Consortium;
d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and fabrication obligations;
e) An individual Bidder cannot at the same time be member of a Consortium applying for bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;
f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:
    i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;
    ii. The Lead Member would enter into the Agreement with BSWML on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;
    iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
    iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.
g) MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.
h) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
i) A Bidder including any Consortium Member should, in the last 2 (two) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such

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Bidder, Consortium Member.

j) In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

k) The following conditions shall be adhered to while submitting the Bid:

i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

ii. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

iii. Not with standing anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (Three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

(a) Change in Consortium

The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

(The Draft MOU is enclosed in ANNEXURE 12)

ANNEXURE 11: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of value of Rs.200)

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Whereas the **Bengaluru Solid Waste Management Limited ("BSWML")** has invited Bids from interested parties for _____. ("the Assignment").

Whereas, ..., ..., and ..... And___--------

(Collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of themas the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at_____, [the respective namesand addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and,in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid ofthe Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignmentand/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts,deeds and things lawfully done or caused to be done by our said Attorney pursuant toand in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 20

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For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed inaccordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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ANNEXURE 11 - MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM

MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM PROPOSAL

(to be executed on appropriate value of Non-Judicial Stamp Paper of Rs 100 as per the Stamp Act Prevailing in the State of Maharashtra) DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of------- 2024_ at _____

Among

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the First Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Second Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Third Part**

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the *Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Service] through a Concession agreement*

AND WHEREAS *the Parties have had discussions for formation of a Consortium for bidding for the said Service and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.*

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND

DECLARED AS FOLLOWS:

1. *That M/s _____ who is the Lead Members of the Consortium commits to hold lead membership of the Consortium at all times during the Concession Period.*

2. *That the commitments to the project shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.*

3. *That the shareholding commitments shall be recorded in the concession agreement & no changes shall be allowed thereof except in accordance with the provisions of the concession agreement & RFP*

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4. That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Concession Agreement.

5. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium member	Role (Lead Member or Member)	Responsibilities

6. That the Parties affirm that they shall implement the Service in good faith and shall take all necessary steps to see the Service through expeditiously. They shall not negotiate with any other party for this Service.

7.That the parties shall be jointly and severally liable for execution of the Service.

8.That this MoU shall be governed in accordance with the laws of India and courts in [Service State], India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 1

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Annexure IV. Waste generator categories and data fields

Addition to the fields mentioned in the table below, RR numbers of the generators to be collected for all the generators. In the application RR number field to be displayed only if number of units are more than 100 or waste generation is >100kgs.

Sl No	Select Generator type	Generator specific details	Name of the generator	Floors at which this generator located	Waste generation (kgs/day)[4]	Presence / use of a DG set
	Residential					
1	Regular Households, MDUs	No. of people	Y	Y	NA	NA
2	Slum Households	No. of people	Y	NA	NA	NA
3	Apartments/Govt. quarters (>100 Units) / Gated Communities	Enter the no. of flats	Y	NA	NA	NA
	Commercial					
4	PGs/Hostels	Enter the no. of beds	Y	NA	Y	Y
5	Shops & Retail outlets (chemist, mobile accessories, hardware, clothes, etc.)		Y	Y	Y	Y
6	Petrol Bunks		Y	NA	Y	Y
7	Service Garage		Y	Y	Y	Y
8	Barber shops / Salons		Y	Y	Y	Y
9	Eateries (bakery, chaat, juice, etc.)		Y	Y	Y	Y
10	Offices		Y	Y	Y	Y
11	Gyms		Y	Y	Y	Y
12	Clinics (Small)		Y	Y	Y	Y
13	Meat shops / Fish shops		Y	Y	Y	Y
14	Tailor shop		Y	Y	Y	Y

[4] Options as per the slabs of BBMP SWM by law-2020, and they be:
- *Equal to or less than 5 kg per day*
- *Equal to or less than 10 kg per day*
- *Equal to or less than 25 kg per day*
- *Equal to or less than 50 kg per day*
- *Equal to or less than 100 kg per day*
- *Greater than 100 kg per day*

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Sl No	Select Generator type	Generator specific details	Name of the generator	Floors at which this generator located	Waste generation (kgs/day)[4]	Presence / use of a DG set
15	Restaurants / Caterers / Coffee shops		Y	Y	Y	Y
16	Hotels / Lodgings	Enter number of rooms	Y	Y	Y	Y
17	Clubs (Recreational)		Y	Y	Y	Y
18	Pubs / Bars		Y	Y	Y	Y
19	Shopping mall / Commercial Complexes	1. Enter the no. of shops in commercial complex 2. Enter the no. of eateries in the commercial complex	Y	NA	Y	Y
20	Supermarkets		Y	NA	Y	Y
21	Hospitals/Nursing homes		Y	Y	Y	Y
22	Choultry / Kalyana Mantapas / Community Hall	Enter the seating capacity	Y	Y	Y	Y
23	IT Campuses	Enter the no. of employees	Y	NA	Y	Y
24	Fruit shop / Flower shop / Vegetable shop		Y	NA	Y	Y
25	Theaters / Cinema halls	Seating capacity	Y	NA	Y	Y
26	Kabaddiwalla / Scrap dealer	Enter waste received per day	Y	Y		Y
27	Street vendors	Enter type of street vendor	Y	Y		Y
	Industries					
28	Godowns / Warehouses		Y	Y	Y	Y
29	Factories / Industries		Y	Y	Y	Y
	Transport					
30	Bus depot / Railway stations / Metro Station		Y	NA	Y	NA
	Educational institutions					

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Sl No	Select Generator type	Generator specific details	Name of the generator	Floors at which this generator located	Waste generation (kgs/day)[4]	Presence / use of a DG set
31	Montessori / Kindergarten / Anganwadi schools / Pre schools (<1st std)	Enter the no. of students	Y	Y	Y	Y
32	Schools (1-10 std)	Enter the no. of students	Y	NA	Y	Y
33	Colleges / Campuses (10+ std)	Enter the no. of students	Y	NA	Y	Y
34	Training / Coaching Institutes (Academic/Art/Sports)	Enter the no. of students	Y	Y	Y	Y
35	Auditoriums	Enter the seating capacity	Y	Y	Y	Y
	Government institutions					
36	Government Institutions / offices	Enter the no. of employees	Y	Y	Y	Y
37	Defence institutions / offices	Enter the no. of employees	Y	NA	Y	Y
	Religious institutions					
38	Place of worship (Temples / Mosques / Churches / Gurudwara)	Average daily visitors / footfall	Y	NA	Y	Y
	Open spaces					
39	Small markets	Fruits, vegetables and flowers (Count)	Y	NA	Y	Y
40	Large markets	Fruits, vegetables and flowers (Count)	Y	NA	Y	Y
41	Burial ground		Y	NA	Y	NA
42	Vacant spaces / plots		-		-	NA
43	Others		Y	NA	-	Y
	Others					
44	Others (specify)		Y	Y	Y	Y

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